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File No. 1605-205
March 27, 2018

COPY

**VIA COURIER
PRIVATE & CONFIDENTIAL**

Jerry Meadows
Dispute Resolution Services
Ministry of Labour
400 University Avenue, 8th Floor
Toronto, ON M7A 1T7

Dear Mr. Meadows:

Re: York University and the Canadian Union of Public Employees Local 3903

Unit 1

On behalf of York University we are writing to request the scheduling of a Ministry supervised vote under section 42 of the *Labour Relations Act*. We have couriered a copy of this request to the Union.

Canadian Union of Public Employees Local 3903 is the bargaining agent for all part time employees registered at the University as full-time graduate students and who are employed in teaching, demonstrating, tutoring or marking (referred to by the parties as Unit 1 or Teaching Assistants (TAs)). This bargaining unit is comprised of 2012 part time employees who work at two campuses (Keele and Glendon).

We are requesting that the vote be held as an electronic or online vote. We believe that an electronic vote will provide the best accessible opportunity for these employees, many of whom have other employment and/or may not be attending on campus during a strike, to vote without interruption or intimidation.

The University has prepared lists for each of the bargaining units with name, employee number, a York email address and any personal email address provided to the Employer. Please let us know how we can assist or if you require any further information in support of the electronic vote.

Enclosed please find the offer presented to the Union and rejected on March 20, 2018, along with a summary of the offer, which we would ask be taken to a vote.

The contact information for the Employer during this process ought be:



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and

Noura Gharibo Shaw / Robert Lawson
Associate Director, Faculty Relations
York University
York Lanes, 276
4700 Keele Street
Toronto, Ontario M3J 1P3

Noura Gharibo Shaw: (416) 736-2100 x45499
nshaw@yorku.ca

Rob Lawson: (416) 736-2100 x22557
rlawson@yorku.ca

We have couriered a copy of this request to the Union as follows:

Unit 1 Bargaining Committee
c/o Devin Lefebvre
Interim Chair
CUPE 3903 - Strike Headquarters
45 Four Winds Drive, Unit Q-1
North York, Ontario M3J 1K7
Email: cupe3903chairperson@gmail.com

Please let us know if we can provide anything further.

Yours very truly,

A handwritten signature in black ink, appearing to read "Simon Mortimer".

Simon Mortimer

SEM/kf
Enclosure(s)

Unit 1

Part Time Employment for Full Time Graduate Students in Teaching, Demonstrating, Tutoring or Marking

University Offer to end the strike and update the Collective Agreement

March 27, 2018

- Increase salary rates in 10.4.1 and authorized replacement rates in 15.04.1 by 2.1% effective September 1, 2017, by 2.2% September 1, 2018 and then by 2.3% September 1, 2019;
- Increase supplementary graduate assistance in an amount equivalent to 2.1% effective September 1, 2017, by 2.2% September 1, 2018 and then by 2.3% September 1, 2019;
- Increase Graduate Financial Assistance rates in 10.12 by an amount equivalent to an increase of 2.1% effective September 1, 2017 by 2.2% September 1 2018 and then by 2.3% September 1, 2019;
- Those who have five or more cumulative years of service will receive vacation pay of 6%;
- Increase Campus childcare subsidies from \$40,000 to \$50,000 per year;
- Increase general Childcare fund from \$200,000 to \$260,000 per year;
- Increase Extended Health Benefit fund from \$180,000 to \$220,000 per year;
- Provide reimbursement up to the amount of \$1000 dollars for dental implants as an eligible expense as of 2019;
- Language for provision of benefit enrolment form and booklets;
- Parking cost reimbursement for employees assigned duties off-site;
- Provide Employee and Family Assistance Program benefit;

- New six week paid domestic or sexual violence leave;
- Increase the Union Ways and Means Fund from \$74,245 to \$85,000 per year;
- Increase Trans fund from \$30,000 to \$40,000 per year;
- Amend language on summer hiring process as proposed by union;
- Funding language that provides guaranteed summer funding and incorporates the York Fellowship when used to satisfy the minimum guarantee and provides priority access for PhDs to TA assignments;
- Commitment to notify the seniority value on each posting;
- Creation of a Committee to address nursing practicum course issues;
- Union office space on Glendon campus;
- Commitment to maintain an online system for job postings and to archive postings;
- Sexual violence training and voluntary enhanced training;
- Nursing / breastpumping space on campus and online promotion of same with an accommodation procedure for breastfeeding agreed to by the parties;
- Equity preference in hiring of Course Directors;
- Identification of LGBTQ as a fifth employment equity group;
- Distribute the new Course Directors tickets equally by faculty;
- Consultation and presentation meeting with new Vice President on equity issues;
- Define underrepresentation for equity purposes and define mechanics for equity hiring by unit;
- Expand the scope of grounds under which extensions of priority pool entitlement may be sought and granted;
- Expand the scope of grounds under which academic extensions may be sought and granted;
- Accommodation procedure with union involvement and timelines;

- Create pilot project for ASL video relay in addition to the existing services;
- Create a Sexual violence resource office fund of \$50,000 per annum for survivor support.
- Commitment to provide link to CUPE website in offer of admission to graduate program;
- Continuation of email and library services access for twelve (12) months following completion of contact;
- New Letter of Intent committing to tuition offset funding;
- Increase the Research Costs Fund from \$100,000 to \$110,000 per year;
- Increase the Tuition Costs Fund from \$10,000 to \$12,500 per year;
- Increase the Professional Development Fund from \$125,000 to \$150,000 per year;
- Increase the paid time available to the Union for Joint Health and Safety activities by 45 Tutor 1 hours;
- Commit to additional paid training at union run Health and Safety courses;

The tabled proposal also maintained the following University proposals:

- Increase the number of available graduate student course director opportunities from 40 to 55 (or 65 if the positions are new)

OR Alternatively

Allow this issue to go to Interest Arbitration for resolution if agreement is reached by March 28, 2018;

- Remove the current contractual right of an employee to refuse to conduct email communication and update technology language.

UNIT 1

FINAL OFFER OF THE EMPLOYER

The Employer proposes to renew the existing Collective Agreement subject to the following amendments and additions:

- Renew all existing items in Collective Agreement as amended below for a term until August 31, 2020
- %**
Increases Increase salary rates in 10.4.1 and authorized replacement rates in 15.04.1 by 2.1% effective September 1, 2017, by 2.2% September 1, 2018 and by 2.3% September 1, 2019.

Increase supplementary graduate assistance in an amount equivalent to 2.1% effective September 1, 2017, by 2.2% on September 1, 2018 and by 2.3% September 1, 2019.

Increase Graduate Financial Assistance rates in 10.12 by an amount equivalent to an increase of 2.1% effective September 1, 2017, by 2.2% September 1 2018 and then by 2.3% September 1, 2019.
- NEW**
Dental Add to Dental benefit: Within the existing \$3,000 annual maximum, effective January 2019, the Employer shall provide reimbursement up to the amount of \$1000 dollars a year per employee under an Administrative Services Only ("ASO") Group Dental Plan for dental implants as an eligible expense under the Group Dental Plan.
- NEW**
Employees shall have a continuation of work email access and library services access for a period of twelve months following the completion of their contract. Email access and library services access may be discontinued following the completion of the one year term of access.
- 4.01.1** **NEW 4.01.1 (Accommodation procedures):**

The Employer shall follow its procedures as may be amended from time to time in implementing the duty to reasonably accommodate to the point of undue hardship members' needs arising from the protected grounds listed in article 4.01 and/or the Ontario Human Rights Code. All members shall have the right to union representation at each step in the accommodation process. The accommodation process is confidential.

Where the Employer is reviewing or amending its procedures and/or otherwise if CUPE 3903 wishes, there will be consultation to discuss the process and best practices for accommodation.

The employer recognizes the right of an employee to union representation if they wish at any stage of the process of accommodation.

The employer and the Union will establish regular, and no less than quarterly, meetings to review those accommodation requests and plans where union representation has been sought.

A proposed accommodation plan will be initiated within thirty (30) days following the provision of all necessary medical or other information including any external or independent evaluation that is required to identify the barriers, restrictions and/or limitations resulting arising out of the prohibited ground.

4.03.1 (vi) Add Letter of Understanding (Sexual Violence Training):

CUPE 3903 will be consulted in the development of training on the University's Policy on Sexual Violence required by Provincial regulation. Such consultations will occur no later than three months following the ratification of the renewal collective agreement.

Enhanced training on sexual violence will be made available to employees through an application process in a pilot project that will run from September 1, 2018 until August 31, 2020. The enhanced training is specifically intended for employees who believe that the training will be of particular benefit to them based on the circumstances or requirements of their position(s).

Employees in CUPE 3903 who complete the enhanced training during the pilot will receive remuneration for the time involved at the Overwork rate.

5.02.1 Add Letter of Understanding (Consultation with new Vice President):

In negotiations for a renewal agreement for 2017 – 2020, CUPE 3903 and the University discussed a number of issues around equity and diversity, accessibility and accommodations. These included, among other items, proposals on antiracism research, equity research and the enhancement of equity data both for employees and students. The Parties agreed that these issues should be discussed with and reviewed by the new Vice President position at the University with responsibility for equity and inclusion. It is therefore agreed that a consultation meeting will be held by the new Vice President within the first 90 days following the appointment at which CUPE may present and discuss these issues along with any background data and material.

5.03

Amend 5.03 to delete final paragraph and add the following (definition of underrepresentation):

Unless otherwise agreed upon, underrepresentation shall be understood to mean fewer bargaining unit members that identify as belonging to one or more of the equity seeking groups than the availability data for the Greater Toronto Area reports.

For the 2017 - 2020 Collective Agreement the following minimum thresholds will be used when applying intersectional equity data:

1) Where there are fewer than 44% members in the hiring unit doing bargaining unit work that identify as women and/or where there are fewer than 30% of members in the hiring unit who identify as racialized people ("visible minorities"), then an applicant that self identifies as a racialized woman will be appointed.

2) if there are no racialized women candidates, then a candidate from the more underrepresented group will be appointed.

3) if there are no candidates under (1) or if the hiring unit has met both thresholds in (1), then a candidate that self-identifies as an Indigenous (Aboriginal) person and/or a person with a disability will be hired.

4) if there are no candidates from the under-represented groups or if the hiring unit has met the threshold under (1) then a candidate that self identifies as LGBTQ will be hired.

Hiring unit data for the most recent consecutive three contract years (or, during implementation, such period up to three contract years as is available) shall be used to establish hiring unit representation.

Where issues of interpretation, data or process arise during implementation, the parties will review these at the Employment Equity Committee.

5.03.1

Amend 5.03.1:

While not a designated group under the Federal Contractors Program the parties recognize and wish to remove any employment barriers and barriers to fair representation for employees that self identify as LGBTQ. Implementation of LGBTQ identified employees as the fifth Employment Equity group within the Collective Agreement will be done so as not to interfere with the Employer's Federal Contractors Program obligations.

Amend 10.01.1(vi):

10.01.1(vi) Where a Program is filling a ticketed course directorship opportunities they will, where all other factors and qualifications are equal, provide preference to an applicant who is a member of an Employment Equity group.

10.01.1 Amend 10.01.1 (Tickets)

The parties recognize that the employer wishes to provide teaching opportunities for full-time graduate students. Such students will normally be employed in tutor 1, tutor 2, tutor 3, tutor 4, tutor 6, tutor 7, or writing instructor positions. However, during any twelve month period ending 31 August, the employer reserves the right to appoint such students to no more than fifty five course director positions (not including any course director positions to which full-time graduate students are appointed when there have been no suitably qualified candidates with applicable prior experience in Unit 2 for course director positions originally posted in Unit 2) and may increase this number from fifty five to sixty five course director positions where there are at least ten course director positions in the total number which have not been offered in the Unit 1 or Unit 2 bargaining unit in the previous three years. Further, the employer reserves the right to appoint such students to an as yet undetermined number of additional positions in the Faculty of Education which will be based on the number of "net new" course director positions in the faculty, subject to a process to be worked out between the parties via the Labour/Management Committee. In the event that Faculty of Education does not use all of their allotted positions, they will not be transferable to, nor can they be borrowed by, other Faculties.

Union Failsafe Option

If this occurs by March 28, 2018, it is agreed that the Union may otherwise ratify the Collective Agreement without acceptance of the change to 10.01.1 above and instead exercise an option to refer this issue to an interest arbitrator.

Within 30 days following ratification of the renewal Collective Agreement the Union may provide notice in writing of its lack of acceptance of this provision of the Collective Agreement and its intent to instead proceed to binding interest arbitration on this provision.

The parties will jointly agree upon an Arbitrator within ten days failing which Arbitrator Kevin Burkett will be asked to select an arbitrator to serve. The Arbitrator appointed under this agreement may establish their own procedure and their decision will be binding.

The Arbitrator will then determine what, if any, changes should be made to Article 10.01.1.

Also:

If the Union agrees to an increase in number of tickets as above then the Employer will accept the Union proposal 80, by which there would be a minimum of two tickets per Faculty

- 10.01.1(vi) NEW 10.01.1(vi) (Equity consideration in appointment of tickets):
- 10.01.1(vi) Where a Program is filling a ticketed course directorship opportunities they will, where all other factors and qualifications are equal, provide preference to an applicant who is a member of an Employment Equity group.
- 10.02.2(iii) NEW 10.02.2(iii) (Mandatory workplace training):
- All mandatory workplace training identified by the Employer including any required AODA, OHSA, sexual violence or WHIMIS and other statutory training applicable to the position shall be performed on paid time within the ten (10) hours specified in 10.02.1.
- 10.03.1 Replace existing Article 10.03.1 with new Article 10.03.1 below (Remuneration for Teaching Assistants):
- Remuneration for a full teaching assistantship in each 12 month period consists of two tutor 1 assignments or their equivalent, paid at the rates set out in Article 10.04.1.
- 10.03.2 Renumber 10.03.2(a) as 10.03.2 (Number of hours worked for EI):
- For Employment Insurance purposes only a course director for a 6 credit course will be deemed to have worked 535 hours. Other assignments will be pro-rated.
- 10.04.2 Add to 10.04.2 (Seniority points for each tutor position)
- The Employer will notify unit 1 members of the seniority points attached to each tutor position by including the seniority points for each position in the posting.
- 10.04.3 NEW 10.04.3 (Seniority value of course) and renumber clause following:

The Employer will specify the seniority value for the course being offered as a part of the offer of appointment.

10.05 Amend 10.05 (Technology and Instruction):

10.05.1 Once an employee has been appointed to a course director position for a particular session she will not be required to convert that course to an alternate mode of delivery.

10.05.2 Where on-line applications are required for internal bursaries, scholarships or awards administered by the Faculty of Graduate Studies, hard copy versions of these application forms will be made available to the union at their request on behalf of specific CUPE 3903 employees for whom on-line access is not reasonably available. No Unit 1 employee's application will be rendered ineligible owing to difficulties with internal electronic applications.

Remainder of 10.05 stays as is, renumbered to reflect removal of 10.05.3.

10.07 Amend 10.07 (Salary Adjustments):

Salaries shall be paid in equal monthly instalments over the period of the appointment and a statement of earnings and deductions shall be provided, also on a monthly basis. When an appointment has not been processed in time to effect payment on the normal payday of the first month, the employer shall make that payment as soon as practicable. An employee shall have the right to complete a Revenue Canada TD1 form.

10.09 Amend 10.09 (Vacation Pay)

All members of the bargaining unit shall be entitled to an additional percentage of their salary as vacation pay. For those employees who have less than five years of cumulative service, vacation pay shall be 4%. For those who have five or more cumulative years of service they will receive vacation pay of 6%. Vacation pay shall be calculated, identified separately, and included as part of an employee's regular monthly salary payment unless the employee request in writing at the time she is appointed that her vacation pay be included in the last regular monthly salary payment.

10.12 Replace Article 10.12 (Graduate Financial Assistance) with a new Article 11 as set out below.

10.15.1 Amend 10.15.1 to reflect the existing LTD carrier, RBC Life.

10.19 NEW 10.19 (Benefits enrolment) and renumbering of following clause:

All bargaining unit members shall receive the benefits enrolment form and/or link to a benefit enrolment form along with either a benefit booklet and/or a link to the benefits available with the written offer of employment.

10.22 NEW 10.22 (Employee and Family Assistance Program):

The Employer shall provide access to all members and their family to the Employee and Family Assistance Program (EFAP) for the remainder of any academic year in which an employee has worked under a contract.

11 NEW 11 (**FUNDING FOR TEACHING ASSISTANTS**):

In recognition that teaching assistants are full-time graduate students, the following funding is provided to support their studies. Effective September 1, 2018, individuals holding a full teaching assistantship which is either their first as a doctoral student or is a second or subsequent teaching assistantship as part of their Priority Pool entitlement, will receive Teaching Assistant Financial Support, contributing to their total minimum funding commitment from the University to support their full-time graduate studies. The value of the Teaching Assistant Financial Support will vary depending on the individual's number of years in the Priority Pool and whether or not they pay international tuition fees.

11.1 **Teaching Assistant Financial Support ("Direct-Deposit TA Financial Support")**

This support is deposited to teaching assistants' student accounts in equal amounts in each term over the 12 month period September 1st to August 31st in which they are registered as full time students. Direct Deposit TA Financial Support consists of two components: Graduate Financial Assistance (GFA) and Supplementary Graduate Assistance (SGA). Graduate Financial Assistance varies depending on the individual's number of years in the Priority Pool and whether they pay international tuition fees. Supplementary Graduate Assistance is a set amount for the first full teaching assistantship in each contract year. Effective the 2016-17 contract year this amount is \$3705 for a full Teaching Assistantship. Supplementary Graduate Assistance is prorated for less than a full Teaching Assistantship.

11.1.1 **Graduate Financial Assistance**

Visa Graduate Student Employees Paying International Fees

In the 2016-17 contract year, all members of the bargaining unit who are visa students shall for each term in which they are registered full-time and pay international fees receive \$1085 per term. Effective the 2017-18 contract year, this amount will be increased to \$1108, in the 2018-19 contract year to \$1132, and in the 2019-20 contract year to \$1158. In the 2016-17 contract

year members of the bargaining unit who are visa students and who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay international fees \$1295 per term. Effective the 2017-18 contract year, this amount will be increased to \$1322, in the 2018-19 contract year to \$1351 and in the 2019-20 contract year to \$1382.

Graduate Student Employees Paying Domestic Fees

In the 2016-17 contract year, all other members of the bargaining unit shall for each term in which they are registered full-time and pay fees receive \$649 per term. Effective the 2017-18 contract year, this amount will be increased to \$663, in the 2018-19 contract year to \$678, and in the 2019-20 contract year to \$694. In the 2016-17 contract year members of the bargaining unit who are in the second year of the priority pool or a later year in the priority pool shall receive in each term for which they are registered full-time and pay fees \$814 per term. Effective the 2017-18 contract year this amount will be increased to \$831, in the 2018-19 contract year to \$849, and in the 2019-20 contract year to \$869.

11.2

A schedule of Direct-deposit Teaching Assistant Financial Support for domestic and visa graduate student employees for a full teaching assistantship is set out below (based on 2016-17 rates):

- A. Visa graduate student employees who pay international fees
 - (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):

<i>Graduate Financial Assistance</i>	\$1085 per term (\$3255 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)
Total TA Financial Support:	\$2320 per term (\$6960 per year)
 - (ii) Second and subsequent years in Priority Pool:

<i>Graduate Financial Assistance</i>	\$1295 per term (\$3885 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)
Total TA Financial Support:	\$2,530 per term (\$7,590 per year)
- B. Graduate student employees who pay domestic fees
 - (i) Up to end of first year in the Priority Pool (typically first 2 years of doctoral program):

<i>Graduate Financial Assistance</i>	\$649 per term (\$1947 per year)
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<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)
Total TA Financial Support:	\$1,884 per term (\$5,652 per year)

(ii) Second and subsequent years in Priority Pool:

<i>Graduate Financial Assistance</i>	\$814 per term (\$2442 per year)
<i>Supplementary Graduate Assistance</i>	\$1235 per term (\$3705 per year)

Total TA Financial Support: \$2,049 per term (\$6,147 per year)

11.3 Where a course directorship is assigned, Direct-deposit TA Financial Support does not include Supplementary Graduate Assistance. In such circumstances, Direct-deposit TA Financial Support includes Graduate Financial Assistance only.

11.4 No member shall have collective agreement payments which are processed through the student account system (~~with the exception of graduate financial assistance~~) reduced by an amount owing without the member's written permission. The permission form shall inform the employee that she has the right to consult the union before signing the form.

12.01.1 NEW 12.01.1 (Offers of admission including work under collective agreement) and renumber from there:

As part of any offer of admission to a graduate program that includes work under this Agreement, the Employer will provide notice of the Union's representational rights, a link to the Collective Agreement and to the CUPE 3903 home page.

12.02 Amend 12.02 (Summer Teaching Assistantships):

12.02.1 The Summer Teaching Assistant Hiring process is as follows:

- (i) Blanket applications will be submitted as per article 12.01.1.
- (ii) Applicants will be assessed and ranked on the basis of their applications as per 12.01.2.
- (iii) First priority in the allocation of available summer teaching assistantships shall be given to qualified graduate visa student applicants.
- (iv) Second priority in the allocation of summer teaching assistantships shall be given to qualified applicants who do not hold major external scholarships

12.02.2 An applicant may be appointed to a maximum of three summer teaching assistantships over their normal priority pool entitlement during their program of study.

12.02.3 This maximum shall not apply to visa students, nor in cases where a summer teaching assistantship is in fulfilment of the minimum guarantee to a maximum of four summer teaching assistantships. A report of such cases will be made to the Labour/Management Committee.

12.03.2 Amend 12.03.2 (Support for accommodation-based program extensions):

A PH.D student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation and who as a result have not completed their academic requirements, shall gain an additional year of priority pool entitlement. Masters candidates who held a full teaching assistantship shall be allocated a full teaching assistantship pursuant to the terms of Article 15 10.

15.01.2 Add Letter of Understanding (Breastfeeding Facilities)

In negotiations for the 2017-2020 Collective Agreement the Union raised its desire to ensure the accessibility and availability of breastfeeding facilities for its members.

The University has a posted family status accommodation guideline on-line and has existing available locations which may be accessed through the Centre for Human Rights. The parties have also agreed to an accommodation procedure for breastfeeding.

The University will ensure that there is accessible and available space where persons may nurse and/or breastpump on each of its campuses. The availability of these locations will be promoted online along with a contact number so that individuals who wish may make arrangements for access.

15.01.9 NEW 15.01.9 (ASL services) and renumber from there:

In addition to its existing ASL services, the university is piloting the use of Video Remote Interpreting (VRI) services for use by employees who require ASL interpreter support for work activities which are impromptu or arranged on short notice. Members of CUPE 3903 will be advised as to how to access this VRI service.

15.02.4.1 NEW 15.02.4.1 (Support for participation on JOHSC):

The Employer will increase the amount of paid time available for participation in JOHSC by 45 Tutor 1 hours per academic year.

15.02.5 Amend 15.02.5 (JOHSC member certification training):

The Employer shall provide certification training, delivered by the Workers' Health and Safety Centre, to three members of the CUPE 3903 Joint Health and Safety Committee. It is understood that this is inclusive of the obligation, contained in the Joint Health and Safety Agreement between the Administration and CUPE 3903 signed and dated 1 December 1994, to certify one additional member beyond the legal requirement. Further, upon request to the Joint Health and Safety Committee, in each academic year one worker member of the Committee may attend at a CUPE health and safety course of their choice for up to a maximum of sixteen hours and the employer shall reimburse for all reasonable expenses associated with such training.

15.04.1 Add Letter of Understanding (Nursing):

In negotiations in 2017-2018 the parties discussed issues that were arising around the assignment and expectations for Course Directors on practicum courses. This included the timing of assignments, the occasional need for replacements and the obligations and responsibility of the Course Directors around student support and availability.

Recognizing the need for clarity, it is agreed that the Faculty of Health will establish a Committee of two practicum Course Directors appointed by CUPE 3903 and two persons appointed by the Dean to review the process and to consider and report back on any possible improvements.

15.05 Add to 15.05 (Parking reimbursement):

When an employee is appointed or assigned duties at a place of work other than a York University campus, the employee shall be reimbursed for the parking costs associated with that place of work during the hours of the assigned duties that are in excess of the cost of the standard York Lanes day rate.

15.10 Amend 15.10 (Accommodation for studies impacted by protected ground)

A Full time graduate student whose studies have been impacted by a protected ground under the OHRC for which they require accommodation may submit a petition for academic extensions for up to a total of twenty four months beyond the Faculty of Graduate Studies deadlines (part time graduate students may submit petitions for part time status). Full time and part time graduate students who suffer illness or injury may submit petitions for academic extensions for up to a total of twelve months beyond the Faculty of Graduate Studies dead- lines. Petitions shall be submitted through the Graduate Program Directors and copied directly to the Dean. Such petitions shall be kept confidential. When considering these petitions, the Dean shall

review medical certification and statements as to the effect of the disability or disabilities, illness or injury or such information as is necessary in respect of any other protected ground upon the progress of the student's work. If requested by the member, in the case of a petition based upon a disability or disabilities, the Dean shall also meet with an officer from the Student Accessibility Services to discuss the petition. If the Dean decides not to grant such a petition, she shall state the reasons for her decision in writing, including the basis upon which she decided that the effect of the illness, injury and/or disability or disabilities upon the progress of the student's work was not sufficient to grant the petition, to the individual with a copy to the union. Such a request shall not be unreasonably denied. Petitions of full-time graduate students which are granted shall be granted for full-time status and petitions of part-time students which are granted shall be granted for part-time status.

Masters candidates who held a full or partial teaching assistantship, and who subsequently have been granted a full-time academic extension for up to 12 months beyond Faculty of Graduate Studies guidelines per this article, also shall be allocated an additional teaching assistantship

15.12.2 Amend 15.12.2 (Student Centre Childcare facility):

The employer agrees to contribute annually to operating costs of the Student Centre Childcare facility. In each year of the collective agreement, the amount allocated shall be \$40,000. By September 30 of each academic year the employer will allocate \$50,000 to the Student Centre Childcare to be used for subsidies for members of CUPE 3903 who use the services of the facility. An annual report on the expenditure of this money shall be submitted in writing to the Labour Management Committee.

15.13.3 Amend 15.13.3 (York Co-operative Day Care Centre):

By September 30 of each academic year the Employer will allocate \$50,000 to the York Co-operative Day Care Centre to be used for subsidies for members of CUPE 3903 who use the services of the facility and who are awaiting approval of their Metropolitan Toronto Social Services subsidy or whose subsidy is inadequate. An annual report on the expenditure of this money shall be submitted in writing to the Labour Management Committee.

15.13.4 Amend 15.13.4 (Childcare Fund):

A Childcare Fund in the amount of \$260,000 will be made available in each of 2018-2019 and 2019-2020. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

15.15 Amend 15.15 (Research Cost Fund):

The employer shall maintain a fund to defray research costs incurred by full time graduate students who hold or have held a position in the bargaining unit. Effective September 1, 2018, the amount allocated to the fund shall be \$110,000 per contract year. Any unexpended monies shall be retained in the fund. All research costs grants shall be in varying amounts up to \$1,600 per academic year.

The Research Costs Fund shall be administered by a four person committee consisting of two members of the bargaining unit selected by the Union, one full-time faculty member selected by the Employer and the Dean of Graduate Studies or designate, using criteria and procedures approved by the labour/management committee. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

15.16 Amend 15.16 (Professional Development Fund):

Effective September 1, 2018 the employer agrees to contribute \$150,000 to the Professional Development Fund per contract year.

The purposes, criteria, procedures, eligibility and priorities for distribution of these monies shall be established by the Labour Management Committee. \$15,000 of this money shall be specifically earmarked for individual member activities while participating in the Career Advancement Program.

The monies shall be handled by the union, in accordance with the decisions of the Labour/ Management Committee. An annual report on the disbursement of the monies shall be submitted in writing to the Labour Management and the Associate Vice-President Teaching and Learning. Any unspent monies shall roll over into the subsequent contract period.

The parties suggest that the Committee consider the following two priorities:

1. to assist new employees within the first two years of employment in the bargaining unit in the development of their professional competence and ability;
2. to assist employees in upgrading their qualifications for full-time academic appointments.

15.17 Amend 15.17 (Tuition Cost Fund):

The Employer shall transfer \$12,500 from the Professional Development Fund in each year of the collective agreement to the Tuition Costs Fund, to assist employees in paying tuition costs for courses/programs/conferences related to their employment. Any unexpended monies shall be retained in the Fund.

15.21 Amend 15.21 (Trans Fund):

Effective September 1, 2018, \$40,000 will be allocated to this Fund annually. Allocations from the Fund will be made by the Union based upon pre-established and posted guidelines.

An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

15.26 Amend 15.26 (CUPE 3903 Benefits Fund):

On each of September 1, 2018 and September 1, 2019, the Employer will provide to CUPE 3903 a total amount of \$220,000 to assist CUPE 3903 to fund and administer its own plan or arrangement for benefits not covered by the collective agreement. Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

15.27 NEW 15.27 (Sexual Violence Survivors Support Fund):

Effective September 1, 2018, the University Sexual Violence Response Office will be provided with a fund of up to \$50,000 per annum which will be available to provide support for expenses incurred by survivors of sexual and/or gender based violence. The SVRO will meet annually with representative of CUPE to discuss access to and distribution of these monies. This fund will be integrated with the existing funds and resources available within the University and externally which are currently referred by the SVRO.

17.21 NEW 17.21 (Sexual Violence Leave):

An employee may request and take a domestic or sexual violence leave where they or their child experiences or is threatened with domestic or sexual violence. This leave will be to allow the employee to seek medical attention, counselling, victim and support services, legal assistance and or to relocate. The employee, if requested to do so, will provide reasonable proof signed by a qualified practitioner.

Upon approval of such a leave the employee will be entitled to a paid leave of up to six thirty-fifths and the total leave may extend for up to the duration of the academic term. The details or extent of the violence threatened or experienced need not be disclosed to the employer and the employer will maintain confidentiality regarding the nature of the employee's leave. In the case of an extended absence beyond ten (10) days, the employee, to the best of their ability, shall keep their supervisor informed of the anticipated date of the employees return.

Where an employee has exhausted their sexual violence leave and sick leave and any other leave entitlement under this agreement, they may be eligible for Long Term Disability, subject to the terms of the Plan (Article 10.13)

20.01 Amend 20.01 (Ways and Means Fund):

Effective September 1, 2018 the employer will contribute \$85,000 to this fund in each year of the collective agreement.

Allocations from the Fund will be made by the Union. An annual report on the disbursement of monies shall be submitted in writing to the Labour Management Committee.

In addition, the University will commit to up to \$10,000 being provided to the Fund in each year of the collective agreement for the purpose of assisting any employee with a disability requiring work related accommodation (e.g., adaptive computer).

21 Amend 21 (Union Rights and Privileges):

The employer agrees to provide the union free of charge, except as otherwise specified in this article, with the use of suitable, serviced office space, in a building fully accessible when needed (i.e. with accessible washrooms, door openers, ramps and/or elevators), with a telephone line, the telephone charges to be borne by the union, and a Telecommunication Device for the Deaf (TDD). The union shall have the use of the internal University postal service for union business, external mailing costs of the union to be borne by the union, and shall be given a University mailing number. The employer shall allow the union to use the University duplicating services, computing facilities, word processing equipment, and audio-visual equipment on the same basis and at the same rates established by the employer for University users. The employer shall provide the union with suitable meeting rooms as required, free of charge and on the same basis as other voluntary associations within the University which shall include the ability to book available meeting rooms on campuses where the union does not have a permanent office.

The Union will be provided with shared office space on the Glendon campus to conduct union business. The shared office space will accommodate a lockable cabinet.

The employer shall provide the union with use of a designated bulletin board in each department/division for the display of union notices, job postings and other union-related materials. If not the case as a result of the foregoing, each campus will have a dedicated bulletin board for use by the union. The

employer shall also provide the union with a lighted bulletin board in an area adjacent to the East Bear Pit of the Ross Building.

Should one be deemed required, any move from the union's current office space will be subject to the same terms, conditions, and negotiations as those enjoyed by any other bargaining unit. Further, the employer will make best efforts to ensure that any new office space is equal to or better than the current facilities.

22.04 NEW 22.04 (Online posting and archiving):

The Employer shall maintain and update an online system for postings issued for the academic year and archived postings. Where significant changes are made to the Employer's online system for postings, which changes will not impact on the availability above, the Union will be advised and be provided a review of the changes at LMC.

Letter of Agreement:
Additional Funding for Priority Pool Members

Amend Letter of Agreement: Additional Funding for Priority Pool Members:

LETTER OF AGREEMENT: ADDITIONAL FUNDING FOR PRIORITY POOL MEMBERS

The Union may initiate a meeting with the Dean of FGS or designate, the member, a representative of Faculty Relations and the Union to be held as expeditiously as possible with a view to discussing the concerns of members . Note – Grievances Regarding the Letter of Agreement may be initiated at Step 4 of the grievance process.

Mindful of the financial obstacles graduate students are experiencing in light of Government decisions which transfer more of the burden for financing a university education to the student via tuition fees, the employer will guarantee an offer of additional support for members of the Priority Pool as outlined below . This support is for the 12-month period beginning with September.

It is recognized that many members currently receive additional funding opportunities and what is listed below is a minimum guaranteed level of financial support. However, such guaranteed extra funding as outlined below shall not apply to those whose funding provides them with a level of support greater than their priority pool entitlement coupled with this supplementary funding.

Nothing herein shall be read or construed as a bar to any member receiving financial support that is greater than the above minimum guarantee, nor does it require or permit students to undertake tasks which require exceeding an average of 10 hours of work per week, or a maximum of 1.5 teaching assistantships in a 12-month period (beginning with the fall term).

- A. All members of the Priority Pool who are eligible shall be informed by September 15 whether they will be offered TA, GA, RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer terms:

Eligibility criteria are:

- member of the bargaining unit during the preceding 12-month period, including those on leaves of absence under the collective agreement;
- in the Priority Pool;
- have applied where appropriate and accepted when offered a teaching assistantship or other work;
- must be continuously registered on a full-time basis for the following 12-month period;
- have total funding including major external scholarships not greater than the priority pool entitlement plus \$5000 for 2008-2009, 2009-2010 and 2010-2011 [see 12 .03 .1(iii)].
- must be available to undertake some form of TA, GA or RA activity should it be necessary in at least one of the three terms in the 12 month period starting with the fall . It is expected that such TA, GA and RA activities will normally be offered in the summer term . The bargaining unit members who have established to the satisfaction of the Faculty of Graduate Studies they are only available in one particular term will have priority for minimum guarantee funding activity in that term.

Note – Although not in the priority pool or in the bargaining unit during the preceding 12 month period, PhD 1 students are eligible for the minimum guarantee in their first year. In accordance with Article 12, incoming PhD students will have priority over Master's students in the assignment of available teaching assistantships.

- (i) The minimum guarantee may be in the form of scholarships (excluding York Entrance Scholarships), fellowships (e.g., the York Graduate Fellowship), assistantships, (e.g. research assistantships, graduate assistantships, additional teaching assistantships, matching fund graduate assistantships) or internships (not including bursaries or tuition rebates). Wages earned at the Overwork or Replacement Rate shall not count towards the Minimum Guarantee.
- (ii) Where the performance of tasks is required in exchange for additional financial support, the reasonable preferences and legitimate needs/concerns of the person shall be taken into consideration and all reasonable efforts will be made to accommodate them . The person will normally have 3 working days

to confirm acceptance of an offer of a minimum guarantee assignment.

- (iii) It is understood that no member will be required to perform work or duties in excess of 135 hours per term without the member's consent.

However, it is recognized that, in exceptional circumstances, members have been allowed to perform more than 135 hours of teaching assistantship duties during a single term . It is understood that such practices may continue in exceptional circumstances and with the mutual agreement of the member and the hiring unit and the academic approval of the program director, the Dean of Graduate Studies and the supervisor (if appointed).

- (iv) a) Scholarships and Research Assistantships do not require the performance of tasks.
- b) The priority in the allocation of GA funds is to provide financial support to graduate students. For the minimum amount of funding – \$5125 in 2014-2015, \$5253 in 2015-2016 and \$5384 2016-2017 – a graduate student cannot be required to work in the performance of tasks for more than a total of 135 hours. For clarity, GAships for the purpose of satisfying the Minimum Guarantee are subject to the same requirements regarding meetings of the supervisor and employee to discuss assigned duties and responsibilities as set out in Article 10.01 (Hours of Work) of the Unit 3 collective agreement.

By no later than September 1, 2016 except as otherwise provided in the Collective Agreement all GAships for the purpose of satisfying the Minimum Guarantee (\$5125, \$5253, \$5384) shall be electronically posted by the hiring unit on a site accessible to employees and the Union. The following posting deadlines shall apply other than in exceptional circumstances (e.g., circumstances in which a position has not been identified in time to meet the applicable posting deadline):

August 1st for positions scheduled to begin in September;
December 1st for positions scheduled to begin in January; and
April 1st for positions scheduled to begin in May.

GAship postings shall be clearly labelled as Unit 1 and shall identify, to the extent possible:

- (i) the duties, responsibilities and tasks;
- (ii) reasonable qualifications of the position;

- (iii) the number of hours of the graduate assistantship;
- (iv) the start and end date of the GAship;
- (v) application process and application deadline;
- (vi) information and documents, e.g., an up-to-date CV, required for application

Postings shall indicate that priority in the assignment of the position will be given to applicants for whom the position will satisfy the Minimum Guarantee.

Hiring Units will make available a common application form or template (hard copy or electronic); in the absence of a unit-designed template or form, the model form in Appendix F shall be used.

- (v) The Faculty of Graduate Studies will use its best offices and all reasonable efforts to resolve any problems which the member brings to its attention. Upon acceptance of the assignment the person will be provided with a written description of the assignment. Anyone assigned to positions three weeks after the deadline for registration will have hours proportionally reduced without any reduction in pay.
- B. It is not intended that the additional funding (excluding teaching assistantship work), as outlined in A(i) would be used, nor would the Dean of Graduate Studies approve the use of such funds, for employment tasks for which CUPE 3903 holds certification . Neither would the funds be used for work which would otherwise require hiring an employee in another certified Bargaining Agent or maintaining the position of an employee in another bargaining unit.
- C. By September 15 FGS will inform each student, through the graduate program office, whether or not they will be offered TA, GA/RA activity for the fall, or that the funding under the minimum guarantee will be offered in the winter or summer. In the latter case, FGS will make its best efforts to inform students by November 30 and in any event no later than December 15 whether the activity will be offered in the winter or the summer term. Once informed of how the minimum guarantee will be met under this provision, any other scholarship, fellowship, research assistantship or employment income from York will be in addition to the minimum guarantee save and except for major scholarships as set out on the FGS website which may be offset against the York Fellowship.

The parties have reviewed the various aspects of this program during negotiations and have exchanged documents, as embodied in the November 12, 1998 Letter of Understanding, in order to confirm how this Letter should best be given effect. In the event of a conflict between the

November 12 1998 Letter of Understanding and this Letter of Agreement, this Letter of Agreement shall govern.

- D. FGS will provide those who are eligible for the minimum guarantee with a form by March 15 on which form they may indicate the term(s) in which they prefer to work (as per A(ii)) any term(s) in which, because of exceptional circumstances, they consider themselves to be unavailable for a minimum guarantee assignment and the reasons they consider themselves to be unavailable. Such reasons may include:
- The member will be unavailable for on-campus activity because she will be engaged in off campus activity associated with the program of study approved according to FGS Regulations for students absent from campus.
 - The bargaining unit member will be unavailable for medical circumstances, child care responsibilities or other compassionate grounds, but not on approved leave of absence from the program.
 - The graduate program director and supervisor/and or advisor has certified that additional activity will jeopardize the bargaining unit member's ability to make satisfactory academic progress in the term in question and the Dean of FGS approves.

These forms must be returned no later than May 1. FGS will make reasonable efforts to assign persons in conformity with bona fide requests. Should exceptional circumstances arise subsequent to the member returning the form, then the member should complete and re-submit a new and amended form as soon as practicable.

- E. Where a member in the priority pool has the minimum guarantee component of their funding package satisfied by the York Fellowship this funding will be divided into 3 equal installments paid in each term in which they are registered full time and are paying fees. Members whose minimum guarantee component is met by the Fellowship may indicate in writing to FGS by no later than August 10th the election to receive the full amount of the minimum guarantee funding in four equal installments in the next Summer Term from May through August. Funding deposited to student accounts under A(i) above is not subject to 11.04. All PhD students in the priority pool shall be notified of the option to receive payments in the summer months as a part of the Teaching Assistantship – Letter of Appointment. No member of the bargaining unit will be deemed to have waived their right to the Minimum Guarantee until a Union representative and the member have signed an agreement with the Employer stating an intention to do so.

Replace existing Unit 1 Letter of Intent 6 with the following:

Unit 1 Letter of Intent 6

Letter of Intent 6

The University is committed to providing graduate students with tuition offset funding that will be a dedicated amount of additional funding that is paid and calculated each semester and does not require additional work, does not include any other form of funding provided to the employee, and shall not be offset by a decrease in any other monies otherwise payable to an employee. The tuition offset funding provided shall be as follows:

Effective September 1, 2014, ~~in~~ in the event that graduate tuition fees (except MBA, IMBA, MPA, part-time LLM students, MHRM and MDes and other professional programs as may be approved) and/or administrative or ancillary fees (hereafter collectively "fees") are increased above the Board of Governors approved rates for domestic and visa students as of September 1, 2012, any employees in the bargaining unit who are registered full time and pay the higher fees will receive funding in an amount equivalent to the fee increase in order that their net income from salary, including negotiated salary increases, is not offset by the fee increase. Such funding shall not include the increases to Graduate Financial Assistance ("GFA") in the collective agreement and shall be a dedicated amount of additional funding from the University as required to fully cover the fee increase. The amount of funding covering a fee increase shall be posted to student accounts and treated as if it was an additional amount of GFA that does not require the performance of work in exchange for the additional funding.